

NEW ZEALAND (EXCEPT WESTLAND) STONEMASONS—AWARD

[Filed in the Office of the Clerk of Awards, Auckland]

In the Court of Arbitration of New Zealand, Northern, Taranaki, Wellington, Marlborough, Nelson, Canterbury, and Otago and Southland Industrial Districts—
In the matter of the Industrial Conciliation and Arbitration Act 1954; and in the matter of an industrial dispute between the New Zealand Stonemasons Industrial Union of Workers (hereinafter called “the union”) and the under-mentioned unions, councils, persons, firms, and companies (hereinafter called “the employers”):

NORTHERN INDUSTRIAL DISTRICT

Auckland Terrazzo Co., Mount Eden Road, Mount Eden.
B. and B. Concrete Co. Ltd., 326 Church Street, Penrose.
Banks Bros. Ltd., 416 Broadway, Newmarket, Auckland.
Birkenhead Borough Council, Birkenhead, Auckland.
Ferguson and Kew, Contractors, 167 Great South Road, Auckland.
Gisborne Builders and Contractors Industrial Union of Employers, 52 Customhouse Street, Gisborne.
McNab and Mason, Stonemasons, Symonds Street, Auckland.
Modern Terrazzo Co., 146 Fanshaw Street, Auckland.
Mount Albert Borough Council, Mount Albert, Auckland.
Mount Eden Borough Council, Mount Eden, Auckland.
Newmarket Borough Council, Newmarket, Auckland.
Parkinson, W., and Co. Ltd., Stonemasons, Victoria Street, Auckland.
Parkinson Building Stone Ltd., Hinuera Valley.
Rotorua and Bay of Plenty Master Builders Industrial Union of Employers, Chandlers Buildings, Fenton Street, Rotorua.
Takapuna Borough Council, Takapuna, Auckland.
Waikato Master Builders Industrial Union of Employers, 135 Ward Street, Hamilton.
Winstone Ltd., Contractors, 66–67 Queen Street, Auckland.

TARANAKI INDUSTRIAL DISTRICT

Short, W., Ltd., Powderham Street, New Plymouth.
Taranaki Master Builders Industrial Union of Employers, 128 Devon Street East, New Plymouth.

WELLINGTON INDUSTRIAL DISTRICT

Anderson, A. P., and Sons, Stonemasons, Riverbank, Wanganui.
Fletcher Construction Co. Ltd., Hutt Road, Kaiwharawhara.
Hawkes Bay Builders and Contractors Industrial Union of Employers, Church Lane, Napier.
Hawkes Bay Monumental Works (W. H. Jones, Manager), 7 Station Street, Napier.
Hickmott and Hampton, Stonemasons, 89 Main Road, Karori, Wellington.
Manawatu Master Builders and Contractors Industrial Union of Employers, 275 Broadway Avenue, Palmerston North.
Wanganui Builders and Contractors Industrial Union of Employers, Wakefield Chambers, Ridgway Street, Wanganui.
Wellington Builders, Joiners and Contractors Industrial Union of Employers, 77 Abel Smith Street, Wellington.

MARLBOROUGH INDUSTRIAL DISTRICT

Hoare, H., Stonemasons, Alfred Street, Blenheim.

NELSON INDUSTRIAL DISTRICT

Simpson, G. M., Stonemasons, 77 Collingwood Street, Nelson.

CANTERBURY INDUSTRIAL DISTRICT

Builders and Contractors Association of Canterbury Industrial Union of Employers, 159 Oxford Terrace, Christchurch.
Canterbury Stone Co. Ltd., 169 Durham Street, Christchurch.
Graham, P., and Son Ltd., 166 St. Asaph Street, Christchurch.
Hampton and Milne, Christchurch.
McBride, S., Monumental Mason, Stafford Street, Timaru.
South Canterbury Builders and Contractors Industrial Union of Employers, Beggs Building, Timaru.
Trettheway, W., and Sons, Rutherford Street, Christchurch.

OTAGO AND SOUTHLAND INDUSTRIAL DISTRICT

Bingham, H. S., Ltd., Stonemason, Moray Place, Dunedin.

Otago Builders and Contractors Industrial Union of Employers, 20 Crawford Street, Dunedin.

Southland Builders and Contractors Industrial Union of Employers, MacAulays Buildings, 90 Dee Street, Invercargill.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the terms of settlement arrived at in the above-mentioned dispute and forwarded directly to the Court pursuant to the provisions of section 130 of the Industrial Conciliation and Arbitration Act 1954, doth hereby order and award:

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the Schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the Schedule hereto shall constitute a breach of this award, and that a penalty as by law provided shall be payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect as hereinafter provided and shall continue in force until the 18th day of October 1964 and thereafter as provided by section 152 of the Industrial Conciliation and Arbitration Act 1954.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed, and the Judge of the Court hath hereunto set his hand, this 4th day of June 1963.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Industry to Which Award Applies

1. This award applies to the industry of working, preparing, or erecting stone or other like material, as more particularly defined in clause 14 of this award

Hours of Work

2. (a) The ordinary hours of work shall be eight per day, to be worked between the hours of 7.30 a.m. and 5 p.m. on five days of the week, Monday to Friday, both days inclusive.

(b) One hour shall be allowed for lunch on each day, but an employer may agree with his workers to allow not less than half an hour for lunch.

Shifts

3. (a) This clause shall have no application to a worker required to work shifts outside of the hours prescribed in clause 2 on less than four consecutive working days.

(b) Shifts may be worked on gang saws and polishing machines as required by the employer. The ordinary hours of work of a shift worker shall not exceed five eight-hour shifts in any week, to be worked between the hours of midnight Sunday/Monday and 7.30 a.m. Saturday.

(c) The commencing hour for day shifts shall be not earlier than 7 a.m. instead of the commencing hour of 7.30 a.m. mentioned in clause 2, or such other hour as may be agreed upon by the employer and the local union secretary.

An "afternoon shift" means any shift commencing after 12 noon and finishing at or before midnight, and a "night shift" means any shift finishing subsequent to midnight and at or before 7.30 a.m.

(d) A worker employed on an afternoon or night shift shall while so employed be paid a shift allowance of 5s. a shift in addition to ordinary wages.

(e) In the case of shift workers, overtime shall only be payable after eight hours' work, and shall then be paid for at the rate of time and a half for the first three hours and double time thereafter: Provided that overtime rates shall not be payable where the overtime arises from arrangements made between employees themselves.

(f) Where it is practicable, shifts shall be worked on a regular rotation.

(g) Crib time of 20 minutes shall be allowed without deduction of pay.

Wages

4. (a) The following shall be the minimum rates of wages for the different classes of workers:

	Per Hour	
	s.	d.
Stonemasons	7	6
Terrazzo workers, including dry coving (except polishers) ..	7	6
Head polisher	6	8 $\frac{3}{4}$
Polisher, saw-tenders, crane drivers	6	5 $\frac{1}{2}$
All other workers	6	1 $\frac{3}{4}$

Provided that workers who are now being paid wages in excess of those specified herein shall not have their wages reduced during the term of this award.

(b) Where a worker is placed in charge of four or more other workers, he shall be paid 3s. 7d. per day in addition to his ordinary rate.

(c) An additional 4d. per hour in excess of the above rates shall be paid to every stonemason engaged in working sandstone by hand.

(d) When granites are being hand worked, by stonemasons or letter-cutters, extra remuneration at the rate of 1 $\frac{1}{4}$ d. per hour shall be added to the wages otherwise paid.

(e) Any worker required to work on a swinging stage or bosun chair shall be paid 2s. 4d. extra per day or part of a day.

Any worker required to work on a ladder, or employed on work on towers, steeples, or chimney-stacks, shall be paid the following extra rates:

For heights exceeding 35 ft and up to and including 70 ft, 2 $\frac{1}{4}$ d. per hour extra.

For heights exceeding 70 ft and up to and including 105 ft, 4 $\frac{1}{4}$ d. per hour extra.

For heights exceeding 105 ft and up to and including 140 ft, 7d. per hour extra.

For heights exceeding 140 ft and up to and including 170 ft, 10d. per hour extra.

(f) An additional 4d. per hour shall be paid to any worker covered by this award whilst engaged in cleaning down a building by means of sand-blasting apparatus. Workers engaged in this work shall be supplied with a mask and gloves.

(g) No Dunter, coving machine, pneumatic drilling-machine, sand-blasting machine, or any other dust-creating machine shall be used unless up-to-date methods are used to protect the worker from dust.

(h) All wages shall be paid weekly not later than Thursday within ordinary working hours, either on the works or at the employer's workshop. All waiting time shall be paid for at overtime rates. With every payment of wages, there shall be handed into the keeping of the worker a fully itemised statement of the particulars of such payment.

On all work coming within the scope of clause 10 (country work) of the award the wages shall be paid at intervals mutually agreed upon between the employer and the worker concerned.

(i) In the event of pay day being a holiday, wages shall be paid under the same conditions as set out in subclause (h) of this clause on the day preceding the holiday. Where a holiday falls on a Friday wages shall be paid on the preceding Wednesday.

(j) When a worker is discharged or leaves he shall be paid all wages due immediately upon ceasing his employment.

Overtime

5. (a) All work done in excess of the daily hours fixed in clause 2 hereof shall count as overtime, and shall be paid for at the rate of time and a half for the first three hours and at double time rates thereafter.

(b) Except in the case of shift workers provided for in clause 3 of this award, any time worked before 7.30 a.m. or after 5 p.m. on the five days of the week (Monday to Friday inclusive) shall be considered overtime and shall be paid for in accordance with the rates fixed in subclause (a) of this clause.

(c) Any time worked in excess of four and a half hours without an interval of half an hour for a meal shall be paid for at overtime rates.

(d) Any work done in excess of four hours on Saturdays or after 12 noon on Saturdays shall be paid for a double time rates.

(e) Any worker having to work all day and having to continue to work until midnight shall be given eight hours off or be paid double time rates for all time worked on the second day: Provided that where eight hours off duty is given there shall be no loss of pay for ordinary working time as prescribed in subclause (a) of clause 2 occurring during such absence.

(f) Any worker required to work on any Saturday, Sunday, or on any holiday shall receive not less than four hours' pay at overtime rates. If five hours or more are worked a full eight hours shall be paid.

Holidays

6. (a) The following shall be recognised holidays which shall be paid for at ordinary rates, except when the holiday falls on a day other than an ordinary working day: New Year's Day, Good Friday, Easter Monday, Anzac Day, Labour Day, the birthday of the reigning Sovereign, Christmas Day, Boxing Day, Anniversary Day or a day in lieu thereof. In the case of the Canterbury Industrial District, Show Day takes the place of Anniversary Day.

(b) The employer shall pay wages for the above holidays to all workers performing work coming within the scope of this award who have been employed by him at any time during the fortnight ending on the day on which the holiday occurs.

(c) Where any worker has been employed upon work coming within the scope of this award by more than one employer during the fortnight ending on the day on which any of the above holidays occurs, he shall be entitled to receive payment for the holiday from such one or more of those employers, and, if more than one, in such proportions as the Inspector of Awards determines.

(d) In the event of a holiday other than Anzac Day falling on a Saturday or Sunday such holiday shall be observed on the succeeding Monday, and in the event of another holiday falling on such Monday, such other holiday shall be observed on the succeeding Tuesday.

(e) Except as is otherwise provided, time worked on any of the above holidays or on Sundays shall be paid for at double time rates in addition to the rate provided in subclause (a) of this clause.

Annual Holidays

7. The provisions of the Annual Holidays Act 1944 shall apply to all workers covered by this award.

Boys and Youths

8. Boys and youths under the age of 21 years may be employed in or about a factory at work other than stonemasons' or terrazzo workers' work at rates of pay not less than those provided for in the Factories Act: Provided that any worker attaining the age of 21 years shall be paid the rates prescribed in the general wage clause (clause 4) for the class of work he is required to perform, and provided, further, that the proportion of boys employed shall be not more than one to every four or fraction of the first four adult workers employed, other than stonemasons.

Suburban Work

9. (a) Work done elsewhere than at the shop of the employer and over $1\frac{1}{2}$ miles from the corner of Symonds Street and Khyber Pass in the case of Auckland, or from the Te Aro Post Office in the case of Wellington, or from Cathedral Square in the case of Christchurch, or from the corner of Ingestre Street and Victoria Avenue in the case of Wanganui, or from the chief or principal post office in any other town or borough, shall be considered suburban work, and workers employed thereon shall either proceed to and from work or they shall be conveyed to and from such work at the expense of the employer, as the employer shall determine. Time reasonably occupied by the workers in travelling or time occupied in conveying the workers to and from such work beyond the $1\frac{1}{2}$ miles shall be allowed and paid for by the employer. No worker residing less than $1\frac{1}{2}$ miles from the place where the work is to be performed shall be entitled to the allowance mentioned in this subclause. For the purpose of this clause, all distances shall be measured by the nearest convenient mode of access for foot passengers.

(b) If any worker is required to use the ferry for the purpose of going to or returning from any such place outside his employer's shop where the work is to be done, his fare shall be paid by the employer.

(c) On suburban work where, by reason of train, tram, ferry, or other public conveyance, it is inconvenient to work the hours specified in clause 2 hereof, it shall be competent for the worker and the employer to agree that the hours of work be extended: Provided that in no case shall the hours exceed nine per day. Any time worked in excess of nine hours shall be considered overtime and shall be paid for at the rate prescribed in subclause (a) of clause 5 hereof.

Country Work

10. (a) "Country work" means work done by a worker in such a locality as to necessitate his sleeping elsewhere than at his declared place of residence in New Zealand.

(b) The provision herein contained relative to country work shall apply whether or not the worker, prior to his accepting such country work, is already in the service of the employer, and whether the worker is engaged at the place where the work is to be done or elsewhere, and irrespective of the situation of the employer's usual place of business.

(c) The employer shall convey the worker free of charge, or pay his fare, to and from country work, but once only during the continuance of the work. If, however, the worker is withdrawn from such work by the employer or if he returns therefrom requiring medical attention in consequence of accident, or sickness, arising out of and in the course of the employment and is, in either case, again required on the work, the employer shall convey him or pay his fare to and from such work.

(d) Time occupied in travelling shall be paid for at the ordinary rates, but no worker shall be paid more than an ordinary day's wage for any day occupied in travelling, although the hours occupied may exceed eight, unless he is on the same day occupied in working for his employer: Provided that any worker who is called upon to travel for more than four hours on Saturday in journeying to a job shall be paid for eight hours, and in returning from a job on Saturday shall be paid for the time actually travelling, with a maximum of eight hours.

(e) The employer shall refund to the worker reasonable expenses for meals incurred while travelling to and from country work.

(f) The employer shall either provide the worker while on country work with suitable board and lodging or, in lieu thereof, pay him for each day of the week the sum of 15s. 6d.: Provided that where, through circumstances within the control of the employer, a worker is employed upon country work for less than six consecutive days, the employer shall provide such board and lodging and may not elect to make such payment in lieu thereof. Suitable board and lodging shall include the providing of mattresses and stretchers. The details as to what shall constitute suitable board and lodging on each job shall be mutually arranged between the employer and the local branch of the union, and in the event of a dispute or difference the question shall be referred to a disputes committee under clause 16 of this award.

(g) Where suitable board and lodging is not provided by the employer on or reasonably near the site where country work is to be performed, workers shall either proceed to and from such work or shall be conveyed to and from such work at the expense of the employer, as the employer shall determine. Time reasonably occupied by the workers in travelling or time occupied in conveying the workers to and from such work shall be allowed and paid for by the employer.

(h) When the work is situated less than 50 miles from the worker's declared place of residence, the worker shall be paid his return fare to and from his declared place of residence once every two weeks during the continuance of the work.

When the work is situated over 50 miles from the worker's declared place of residence, payment shall be made once in every two months.

(i) Notwithstanding anything contained herein, and subject to the provisions of subclause (a) of clause 6 hereof, the hours of work in respect of any specified country work may be other than those hereinbefore prescribed: Provided that all time worked outside of or in excess of such prescribed hours shall be considered overtime and shall be paid for at the minimum rate of time and a third.

General Conditions

11. (a) Employers shall provide all tools.

(b) Piecework shall be prohibited. No work, including letter-cutting, shall be sublet "labour only".

(c) It shall be a breach of this award for any employer to sublet any work within the scope of this award on a labour only basis, and any worker taking work on a labour only basis shall be guilty of a breach of this award.

(d) Where necessary employers shall provide suitable rainproof cover for all workers on outside jobs.

(e) Any worker required to work in a compartment or confined space where the heat exceeds 120°F shall be paid double time rates. No workers shall be compelled to work in any place where the temperature has been raised above 150°.

(f) Workers engaged in any building or part of a building in the course of demolition where dust is caused through the falling of brick walls or plaster or old wooden ceilings, or in repairs to or demolition of any buildings or fittings destroyed or damaged by fire which necessitates the handling of charred timber, shall be paid 4d. per hour extra while so engaged.

(g) Where workers are employed on carborundum saws or machines or diamond saws and are working in water, the employer shall supply such workers with proper gumboots, or suitable waterproof boots, or they shall be paid 4d. per hour extra. Where gumboots have already been worn by another person they shall be disinfected or fumigated before being issued to a worker.

(h) Employers shall provide proper sandstone or other grinding facilities for tools, either at the workshop or on each job for the use of workers.

(i) Where a worker has been regularly employed for two weeks or more he shall, on being discharged, be entitled to be given two hours' notice, or he shall receive two hours' extra pay in lieu of notice. When a worker leaves for any reason other than illness, he shall give his employer or the foreman in charge two hours' notice of his intention to leave.

(j) The space between freestone bankers on which masons are working, or between masons cutting freestone shall be not less than 4 ft and on trachyte or granite not less than 6 ft. No banker shall be nearer than 20 ft from a saw, or 30 ft from a planing machine, freestone lathe, or surfacing machine unless such machines are properly protected from excessive noise or from dust or vibration arising from the operating of these machines. Should any difference of opinion exist between the employers and the workers concerned as to whether a worker is properly protected or otherwise, then the matter shall be determined by the disputes committee, as provided in clause 16 hereof.

(k) Pneumatic hand-chiselling or hand-surfacing machines over 1½ in. in calibre shall not be used. Machines of larger calibre of the Dunter or similar type, where the weight and repercussion of the tool are taken by a rigid framework, shall be fitted with a sleeve or equivalent device to reduce vibration to a minimum.

(l) No stonemason shall use the compressed air to blow away the dust from his job.

(m) Where required the employer shall supply to workers gloves or finger stalls, goggles and/or masks.

(n) A morning and afternoon break of 10 minutes shall be allowed without deduction of pay to all workers, provided that there be no complete cessation of work in connection with gang saws.

(o) A modern dustproof first aid emergency case, fully equipped, shall be kept on all jobs.

(p) The employer shall supply each worker on gang saws with suitable overalls and launder same. Shottling machine operators shall be supplied with waterproof aprons and short leggings.

Conveniences

12. Employers shall provide for all workers, necessary sanitary conveniences, which shall be kept clean, and a person provided for the purpose of making tea at mealtime; and a properly secured place for workers' clothes, and accommodation to the satisfaction of the Inspector of Factories to enable workers to change and dry their clothes and have their meals.

Meal Money

13. Employers shall allow meal money at the rate of 5s. 2d. per meal when workers are called back to work overtime on any working day – i.e. Monday to Friday inclusive – provided such workers cannot reasonably get home for their meals.

Definitions

14. (a) Stonemasons are men qualified and engaged to build, fix, or cut, shape, and finish by hand or machine any class of work either in sandstone, trachyte, granite, bluestone, limestone, marble, precast stone, terrazzo, and to fix and cut terracotta or any other stone substitute.

(b) Terrazzo workers are men engaged in casting, cutting, polishing, fitting, and fixing terrazzo.

(c) One man in a cemetery workers' squad engaged in fixing memorials, stone tablets, erecting boxing, cemetery plastering, tiling, and renovating all classes of cemetery work shall be classified as a stonemason.

(d) All carborundum saws, diamond saws, and surfacing machines shall be worked by qualified stonemasons.

(e) The cleaning down and pointing of stone buildings shall be deemed to be work coming within the provisions of this award, and where stonemasons' tools are used the work shall be done by stonemasons.

Right of Entry

15. The secretary or other authorised officer of the union of workers shall, with the consent of the employer (which consent shall not be unreasonably withheld), be entitled to enter at all reasonable times upon the premises or works and there interview any workers, but not so as to interfere unreasonably with the employer's business.

Disputes

16. The essence of this award being that the work of the employers shall not on any account whatsoever be impeded but shall always proceed as if no dispute had arisen, it is provided that if any dispute or difference shall arise between the parties bound by this award, or any of them, as to any matter whatsoever arising out of or connected therewith and not specifically dealt with in this award, every such dispute or difference shall be referred to a committee to be composed of two representatives of each side, together with an independent chairman to be mutually agreed upon or, in default of agreement, to be appointed by the Conciliation Commissioner for the district.

If the committee is unable to decide the question then the chairman shall give a decision or refer the matter to the Court.

Either side shall have the right to appeal to the Court against a decision of any such committee or chairman, upon giving to the other side written notice of such appeal within 14 days after such decision has been made known to the party desirous of appealing.

Unqualified Preference

17. (a) Any adult person engaged or employed in any position or employment subject to this award by any employer bound by this award shall, if he is not already a member of a union of workers bound by this award, become a member of such union within 14 days after his engagement, or after this clause comes into force, as the case may require.

(b) Subject to subclause (a) hereof, every adult person so engaged or employed shall remain a member of a union of workers bound by this award so long as he continues in any position or employment subject to this award.

(c) Every worker obliged under subclause (a) hereof to become a member of a union who fails to become a member, as required by that subclause, after being requested to do so by an officer or authorised representative of the union, and every worker who fails to remain a member of a union in accordance with subclause (b) hereof commits a breach of this award.

(d) Every employer bound by this award commits a breach of this award if he continues to employ any worker to whom subclauses (a) and (b) apply, after having been notified by any officer or authorised representative of the union that the worker has been requested to become a member of the union and has failed to do so, or that the worker having become a member of the union has failed to remain a member.

(e) For the purposes of this clause "adult person" means a person of the age of 18 years or upwards, or a person who for the time being is in receipt of not less than the minimum rate of wages prescribed for adult workers by this award.

(NOTE—Attention is drawn to section 174H of the Industrial Conciliation and Arbitration Act 1954 which gives to workers the right to join the union.)

Under-rate Workers

18. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this award may be paid such lower wage as may from time to time be fixed, on the application of the worker after due notice to the union, by the local Inspector of Awards or such other person as the Court may from time to time appoint for that purpose; and such inspector or other person in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such inspector or other person shall think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(b) Such permit shall be for such period, not exceeding six months, as such inspector or other person shall determine, and after the expiration of such period shall continue in force until 14 days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in manner prescribed by this clause: Provided that in the case of any person whose wage is so fixed by reason of old age or permanent disability it may be fixed for such longer period as such inspector or other person shall think fit.

(c) Notwithstanding the foregoing, it shall be competent for a worker to agree in writing with the president or secretary of the union upon such wage without having the same so fixed.

(d) It shall be the duty of the union to give notice to the Inspector of Awards of every agreement made with a worker pursuant hereto.

(e) It shall be the duty of an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

Partial Exemption

19. Nothing in this award shall apply to workers employed by local authorities in the erection of dry walls of untrimmed stone, spawls, or scoria rock or in dry pitching the banks of streams, watercourses, or drains: Provided that a ketch hammer shall not be used nor any other stonemason's tools except spawling hammers: Provided, further, that rough shaping of stone on not more than two sides with a spawling hammer shall not be classed as trimming.

Application of Award

20. This award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every industrial union, industrial association, or employer who, not being an original party hereto, is, when this award comes into force or at any time whilst this award is in force, connected with or engaged in the industry to which this award applies within the industrial districts to which this award relates.

Scope of Award

21. This award shall operate throughout the Northern, Taranaki, Wellington, Marlborough, Nelson, Canterbury, and Otago and Southland Industrial Districts.

Term of Award

22. This award, in so far as the provisions relating to the rates of wages to be paid are concerned, shall be deemed to have come into force on the first day of the working week in each establishment commencing on or after the 18th day of April 1963, and so far as all other provisions of the award are concerned, it shall come into force on the day of the date hereof; and this award shall continue in force until the 18th day of October 1964.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed, and the Judge of the Court hath hereunto set his hand, this 4th day of June 1963.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

The award, including the operative date of provisions relating to wages, incorporates the terms of settlement arrived at by the parties in the course of an inquiry held before a Council of Conciliation.

Upon being satisfied by supporting documentary evidence that an unqualified preference provision has been agreed to by all the assessors in accordance with section 174B of the Industrial Conciliation and Arbitration Act 1954 (as enacted by the Industrial Conciliation and Arbitration Amendment Act 1961), the Court has inserted clause 17 in the award in the form in which it was agreed upon in the Council of Conciliation.

A. TYNDALL, Judge.
